

## **EXHIBIT 3**

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1 UNITED STATES DISTRICT COURT  
2 SOUTHERN DISTRICT OF NEW YORK

3 DR. SARI EDELMAN,

4 Plaintiff,

5 v.

21 Civ. 502 (LJL)

6 NYU LANGONE HEALTH SYSTEM, *et*  
7 *al.*,

8 Defendants.

Trial

9 New York, N.Y.  
10 July 10, 2023  
9:00 a.m.

11 Before:

12 HON. LEWIS J. LIMAN,

13 District Judge  
14 -and a Jury-

15 APPEARANCES

16 MILMAN LABUDA LAW GROUP PLLC  
Attorneys for Plaintiff

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EMANUEL S. KATAEV  
18 -and-  
GLORIA GODSELL  
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20 TARTER KRINSKY & DROGIN LLP  
Attorneys for Defendants

21 BY: RICHARD C. SCHOENSTEIN  
RICHARD L. STEER  
22 INGRID J. CARDONA  
-and-  
23 DAN DRIESEN  
ANNETTE JOHNSON  
24  
25

N7aWede2

Opening - Mr. Labuda

1 So, we're going to move on to chapter three.

2 Chapter three has to do with our claim that NYU  
3 violated the Equal Pay Act by paying male doctors more. So,  
4 you're going to hear testimony in this case that Dr. Edelman  
5 performed equal or substantially similar work as male doctors,  
6 her male counterparts, part of the people that we heard about  
7 in the cast.

8 You will also hear evidence that NYU willfully paid  
9 Dr. Edelman less than the male doctors for the same work.

10 You'll also hear testimony that there was no Equal Pay  
11 Act compliance training by Mr. Rubin, who set the salaries for  
12 the doctors; that there were no evaluations of the salaries  
13 between the male and female doctors; and that there was no  
14 consultation with HR, human resources, about the salaries of  
15 male and female doctors.

16 You will hear, effectively you will hear no testimony  
17 that NYU had a legitimate reason to pay Dr. Edelman less.

18 NYU, you will hear testimony that NYU says that they  
19 paid doctors and set their salaries based on a business plan  
20 that was created by NYU, that included the doctor's prior  
21 salaries from prior employment. In reality, no system existed  
22 setting salaries, and they were, in fact, set arbitrarily. In  
23 fact, NYU didn't even create these business plans for some of  
24 the doctors.

25 Now, going on with chapter three, we're going to get

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Opening - Mr. Labuda

1 into the actual pay of the doctors, so you can see the  
2 difference in pay.

3 In 2014, when Dr. Edelman worked, you have Dr. Porges.  
4 You'll hear testimony about Dr. Porges, that he was on top with  
5 \$340,000; Dr. Avram Goldberg, that he was second with \$315,000,  
6 Dr. Mehta and Dr. Edelman were in third and fourth,  
7 respectively, and they were paid \$207,000. And the difference  
8 between Dr. Porges is \$133,000, between Dr. Edelman, and the  
9 difference between Dr. Goldberg and Dr. Edelman is \$108,000.

10 You're going to hear testimony that all of these  
11 doctors, they all see patients. They treat patients for  
12 rheumatology. They're all doing the exact same work, and they  
13 all have the same hours.

14 And you're also going to hear testimony about the fact  
15 that in addition to the clinical pay, there can be a component  
16 of their pay for administrative or research work, and that some  
17 doctors got paid for administrative or research work on top of  
18 their clinical pay. But the evidence is that NYU, when  
19 somebody took on an additional role, what they did is they  
20 actually reduced the clinical pay and then added some pay for  
21 the administrative pay, so your pay was the same. So there was  
22 no difference in the pay; it just went down. They added that  
23 difference, the admin pay, so from our perspective, they were  
24 paid the same regardless of the clinical pay that they got and  
25 the administrative pay that they received. And in fact, you'll

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Opening - Mr. Labuda

1 hear testimony that Dr. Edelman was approached to take on one  
2 of these roles for research and specifically asked am I going  
3 to get paid anything extra for doing this research role, and  
4 they said no. So I think all that they were going to do was  
5 rejigger her pay.

6 So that's in 2014.

7 Now let's get to the end, when she got terminated, in  
8 2020. So this is the pay that existed in 2020, with  
9 Dr. Goldberg on top at 535,000. Dr. Porges, he was at 400,000.  
10 Dr. Modi, who we haven't talked about that much, he was new to  
11 the practice, I think, starting in 2017, he was third, at  
12 370,000; Dr. Edelman, 278; and Dr. Mehta at 270. And then the  
13 difference here with respect to Dr. Edelman, from Goldberg to  
14 Edelman is \$257,000, so the difference between Dr. Porges and  
15 Dr. Edelman is \$122,000 and the difference between Dr. Modi and  
16 Dr. Edelman is \$92,000. And that was the last -- that was the  
17 year that she was terminated.

18 So, we'll go through it quickly just so you have some  
19 sense.

20 In 2014 we talked about, these are the pay rates  
21 there. In 2015, it's effectively the same, and 2016, Porges,  
22 Goldberg, Mehta and Edelman, those salaries. 2017, that was  
23 the last year her -- 2017, so this is Goldberg, Modi, Porges,  
24 Edelman and Mehta. 2018 was, again, the same and the pattern  
25 continues. 2019, 2020, and then, as I said before, after she

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N7BCede1

Edelman - Direct

1 A. Yes.

2 Q. And when that contract ended, that's when you joined NYU?

3 A. Yes.

4 Q. And with that group, when you were with that group before  
5 you joined NYU, did you understand any type of financial  
6 distress they were under, had they filed for bankruptcy or  
7 anything like that?

8 A. No, they had not filed for bankruptcy. Our decision to  
9 move over to NYU occurred after Dr. Goldberg approached us and  
10 had said that NYU was looking to expand a rheumatology group  
11 for NYU within the 1991 Marcus Avenue locations.

12 Q. Just to be clear, who reached out to whom about joining  
13 NYU?

14 A. Dr. Goldberg reached out to Dr. Mehta and myself.

15 Q. Dr. Goldberg at that point in time was working for NYU?

16 A. I believe he had just joined or he was about to join. So  
17 he was working at the 1999 Marcus Avenue suite. There's two  
18 buildings at Marcus Avenue, they're sister buildings, they're  
19 almost identical. So he was in the first floor oncology suite  
20 when he first started. He was the first rheumatologist brought  
21 on board at that location by NYU. And we had a strong working  
22 relationship with the hematology oncology group in that office  
23 where he was working. So he was well aware of our practice in  
24 the building next door and I think that's what prompted him to  
25 reach out to us.

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Edelman - Direct

1 you?

2 A. No. I had -- I had no assumption. There was nothing that  
3 was brought up at any of our rheumatology meetings about any of  
4 these transitions that would be taking place at this point in  
5 time.

6 Q. OK. So continue on. I'm sorry.

7 A. So, I had discussed with him at that point -- I said I need  
8 to really, you know, take a look at what you're asking of me,  
9 look at my contract with my attorneys and review it, because  
10 I'm a full-time rheumatologist, and my understanding, per my  
11 contract negotiations, is that I'm afforded full-time use of my  
12 office. I had concerns about having my space utilized on days  
13 when I was using my office on Fridays for administrative work,  
14 and I had concerns about my office being assigned to someone  
15 else when I was at the Huntington group on Thursdays.

16 I didn't get that far in the conversation. As soon as I  
17 expressed that this was something that I would have to review  
18 with my attorneys, Mr. Atonik's demeanor changed.

19 Q. OK. And how did it change?

20 A. He moved himself closer, and you could see by the picture  
21 of my desk, my desk wasn't that -- that big.

22 Q. Let me ask you, when you were having this conversation with  
23 Mr. Atonik, where are you and where was he?

24 A. I was sitting in my office chair, and he was sitting in one  
25 of the -- one of the striped chairs.



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Edelman - Direct

1 Q. And academic track was clinical, just like you, correct?

2 A. Yes.

3 Q. And the tenure status is nontenure eligible, just like you,  
4 correct?

5 A. Yes.

6 Q. And on the next page, D860, the employment status is staff  
7 physician, full time, correct?

8 A. Yes, correct.

9 Q. Just like you?

10 A. Yes.

11 Q. On page D862, his salary for the clinical compensation,  
12 again, is listed, and it lists his RVU target of 6,524,  
13 correct?

14 A. Yes.

15 MR. LABUDA: If you look at the next one, 32, and we'd  
16 offer that into evidence.

17 THE COURT: Any objection?

18 MR. SCHOENSTEIN: No objection.

19 THE COURT: 32 is received and may be published.

20 (Plaintiff's Exhibit 32 received in evidence)

21 BY MR. LABUDA:

22 Q. This is a contract with Dr. Porges, dated April 3, 2017,  
23 correct?

24 A. Yes.

25 Q. And if you look on the third page, the percent, effort and

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